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ABSTRACT

This publication presents a model employment contract intended to assist school administrators in developing or modifying appropriate contract language to protect the status of school principals and assistant principals. Although the model was developed specifically for secondary school administrators, it would be equally appropriate for elementary administrators. Separate sections of the model contract deal with salary provisions, administrative responsibilities, job termination by mutual consent, contract renewal, contract termination, salary deductions, job assignment, length of work year, and fringe benefits. The model is presented in the format of an actual employment contract, and everything in it but the sections on length of work year and fringe benefits is presented in suitable legal terminology. (JG)

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ADMINISTRATIVE INFORMATION REPORT

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MODEL CONTRACT OF EMPLOYMENT
for Principals, Assistant Principals

During the past several months NASSP has received many inquiries from members relating to individual contracts of employment for principals and assistant principals. In a period marked by an accountability thrust, decreasing pupil enrollments, and cutbacks in educational budgets, principals and assistant principals are justly concerned about their employment status and due process as it relates to job security. Although NASSP has issued two major publications that suggest a general approach to writing contracts for secondary school administrators (*Management Crisis: A Solution* in 1971 and *Employment Contracts for Secondary School Administrators* in 1974), this issue of AIR offers specific model language as a means of rendering further assistance to secondary administrators when individual contract modifications are explored.

Obviously, where system-wide agreements have been negotiated by principals and assistant principals, language in the individual contract for administrators will need to be in harmony with the applicable provisions of the agreement. Care must also be taken to determine that each section of the contract is in compliance with state law. This "model contract of employment" should only be viewed as one means of establishing a reference point from which specific and appropriate individual contract language can be developed to assist and protect the status of secondary administrators throughout the country in school districts of all sizes and types.

This special AIR publication was prepared by Benjamin Epstein, former chairman of the NASSP Status and Welfare Committee and currently a member of the Labor Panel of the American Arbitration Association, and Paul W. Hersey, NASSP director of Professional Assistance. Additional copies can be obtained from the NASSP Office of Professional Assistance, 1904 Association Drive, Reston, Va. 22091, at a cost of 50 cents per copy. (Orders of less than $10 must be prepaid.)

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ADMINISTRATIVE CONTRACT OF EMPLOYMENT

This contract is made by and between the Board of Education of the school district of _____ *(hereinafter referred to as "the Board")* and _____ *(hereinafter referred to as "Principal")*,* who has presented and properly registered all evidence and credentials required by the laws of the State of _____ and by the Board in order to qualify for the position of Principal in the said school district.

The Board hereby agrees to employ the above named in the school district for a period of two (2) school years, which shall begin as of July 1, 19____, and terminate on June 30, 19____, in the position of Principal, and the above named agrees to accept this position for such term of employment under the following conditions:

1. SALARY: The annual salary for the position, in accordance with the appropriate salary policies and schedules and based upon the length of service, previous experience, and any other terms or conditions of employment as are contained in such salary policies and schedules, shall be $ _____ during the first school year of employment under this contract, and shall be payable in _____ equal installments. The annual salary in the second year of employment under this contract shall be that amount, whether presently existing or hereafter adopted by the Board, determined under the salary policies and schedules of the Board with respect to this position, and that salary shall be payable in the second year of the contract in the same number of equal payments. These salaries shall not be reduced during the term of this contract, except for just and sufficient cause as authorized by law.

2. RESPONSIBILITIES: The Principal shall be governed during employment by the policies, rules, and regulations of the Board and shall fulfill all the duties and responsibilities of the position of Principal as described by the Board's policies, rules, and regulations and shall perform such duties at a professional level of competence.

* *Throughout the contract, Assistant Principal can be substituted for Principal when appropriate.*

3. TERMINATION BY MUTUAL CONSENT: Upon *mutual* written agreement by the Board and the Principal, and upon thirty (30) days prior notice, this contract and the employment of the Principal may be terminated without penalty or prejudice against either the Board or the Principal. In this event, the Board shall pay to the Principal all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

4. CONTRACT RENEWAL: *(First Year)* Prior to the end of the first year of this contract, but no later than May 15, 19____, the Board may offer and the Principal may accept a renewal of the contract, beginning as of the immediately following July 1, 19____, and continuing for a period of two (2) years, terminating on June 30, 19____. In the event that the Board fails to make such an offer of renewal under this provision, the Board, through its authorized agent, shall review with the Principal no later than June 30 of the first contract year the reason or reasons no offer of renewal of the contract has been made. Failure by the Board to make such offer of renewal of contract of employment at the termination of the first year shall not necessarily imply that the Board will not offer a renewal of contract at the termination of the second year of the contract.

(Second Year) If the contract of the Principal is not renewed at the end of the first year, then notice of its offer of renewal or its intention not to renew the contract shall be given to the Principal in writing by the Board on or before April 30 of the second year of this contract. Upon submission of a written request to the Board within ten (10) days of receipt of this notification of intended non-renewal, the Principal shall have the right to receive a written statement of the reasons for non-renewal and the opportunity for an informal discussion of the decision with the Board. Failure of the Board to notify the Principal of intent to not renew this contract on or before April 30, 19____, shall be deemed to be an offer of continued employment as Principal for one (1) additional school year, beginning July 1, 19____, and terminated on June 30, 19____.

5. CONTRACT TERMINATION: Where just and sufficient cause exists, the Board may terminate this contract and discharge the Principal from employment, provided that the Principal has received prior notice in writing from the Board of its intent and the alleged cause or causes for such discharge. Upon written request, a hearing before the Board or its authorized representative shall be conducted with full regard to due process and shall take place prior to the Board's taking official and legal action to discharge the Principal.

6. DEDUCTIONS: The payment of salary to the Principal shall conform with and be subject to all federal, state, and Board

Item 3: 60 days prior notice may be preferred.
Item 4: Notification dates during first and second years will vary according to state statutes.

regulations governing deductions from the above specified salary of any income taxes, Social Security taxes, retirement system deductions, garnishments, and any other deductions.

7. ASSIGNMENT: The Principal may be assigned to any particular building, location, or department within the school district at the discretion of the Board and its authorized agents and may likewise be transferred from one assignment to another, except that no change in assignment shall be made for reasons of personal bias, vindictiveness, or discrimination, nor shall any change result in a reduction of salary, benefits, or responsibilities without proof of legal cause.

8. WORK YEAR: *This section is not presented in contract language because of the variability of the work year. It should be a statement of the length of the work year; the amount of vacation time; a listing of paid leaves (for legal holidays included in the Board's calendar, sick leave, personal leave, leave for professional conventions, seminars, conferences, meetings, sabbatical leave, bereavement leave, et al) and possible leaves without compensation (e.g., maternity or other leaves of absence).*

9. FRINGE BENEFITS: *This section will vary considerably from district to district. It might begin as follows:*

In addition to the salary to be paid, as stated above, the Principal shall receive as compensation for services rendered . . . *(Then list fringe benefits).*

(a) Hospital, surgical, medical, major medical, dental, optical, prescription insurance, and physical examinations.

(b) Other insurance plans (life; disability income, long or short term; accidental death and dismemberment; TSA; annuity fund; et al).

(c) Tuition reimbursements and travel allowances.

(d) Costs of participation in approved professional meetings, conventions, workshops, etc.

(e) Any other benefits offered.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____ of 19_____.

For the Board: For the Employee Being Appointed:

_____ _____